

RICHARD M. FRANCO (CBN 170970)
 LAW OFFICE OF RICHARD M. FRANCO
 6500 Estates Drive
 Oakland, CA 94611
 Ph: 510-684-1022
 Email: rick@rfrancolaw.com

Attorney for Plaintiff
 ENVIRONMENTAL RESEARCH CENTER, INC.

JOSEPH LEWCZAK (CBN 314356)
 Email: jlewczak@dglaw.com
 DAVIS & GILBERT LLP
 12575 Beatrice Street
 Los Angeles, CA 90066

CHRIS HOLLAND (CBN 164053)
 Email: cholland@hollandlawllp.com
 HOLLAND LAW LLP
 220 Montgomery Street, Suite 800
 San Francisco, CA 94104

Attorneys for Defendant
 EPIGENETIC LABS LLC, individually and doing business as
 ORGANIXX

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH CENTER,
 INC., a non-profit California corporation,

Plaintiff,

vs.

EPIGENETIC LABS LLC, individually and
 doing business as ORGANIXX, a Nevada
 limited liability company,

Defendant.

CASE NO. RG18928439

**STIPULATED CONSENT
 JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: November 14, 2018

Trial Date: None set

1. INTRODUCTION

1.1.1 On November 14, 2018, Plaintiff Environmental Research Center, Inc.
 ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this

1 action by filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant
2 to the provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition
3 65"), against EPIGENETIC LABS LLC, individually and doing business as ORGANIXX
4 ("ORGANIXX"). In this action, ERC alleges that a number of products manufactured,
5 distributed, or sold by ORGANIXX contain lead and/or cadmium, chemicals listed under
6 Proposition 65 as carcinogens and reproductive toxins, and expose consumers to these chemicals
7 at a level requiring a Proposition 65 warning. These products (referred to hereinafter
8 individually as a "Covered Product" or collectively as "Covered Products") are:

- 9 • Organixx Bone Broth Protein Smooth Chocolate (lead)
- 10 • Organixx OrganiGreens Activated Green Juice (lead, cadmium)
- 11 • Organixx Detoxx¹ Colon and Lymphatic System Support (lead)
- 12 • Organixx OrganiZymes Live Digestive Enzymes (lead)
- 13 • Organixx Bone Broth Protein Creamy Vanilla (lead)
- 14 • Organixx Multi-Vita-Maxx Daily Multi-Vitamin Plus Mineral (lead)
- 15 • Organixx Turmeric 3D Fermentation Activated Immune Support (lead)
- 16 • Organixx 7M + Immune Support (lead)
- 17 • Organixx OrganiGreens Pure Activated Green Juice (lead)

18 1.2 ERC and ORGANIXX are hereinafter referred to individually as a "Party" or
19 collectively as the "Parties."

20 1.3 ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other
21 causes, helping safeguard the public from health hazards by reducing the use and misuse of
22 hazardous and toxic chemicals, facilitating a safe environment for consumers and employees,
23 and encouraging corporate responsibility.

24 1.4 For purposes of this Consent Judgment, the Parties agree that defendant is a
25 business entity which has employed ten or more persons at all times relevant to this action, and
26 qualifies as a "person in the course of doing business" within the meaning of Proposition 65.
27 ORGANIXX manufactures, distributes, and/or sells the Covered Products.

28 1.5 The Complaint is based on allegations contained in ERC's Notices of Violation

1 dated May 29, 2018 and August 21, 2018 that were served on the California Attorney General,
2 other public enforcers, and ORGANIXX ("Notices"). A true and correct copy of the 60-Day
3 Notice dated May 29, 2018 is attached hereto as **Exhibit A** and incorporated herein by
4 reference. A true and correct copy of the 60-Day Notice dated August 21, 2018 is attached
5 hereto as **Exhibit B** and incorporated herein by reference. More than 60 days have passed
6 since the Notices were served on the Attorney General, public enforcers, and ORGANIXX and
7 no designated governmental entity has filed a complaint against ORGANIXX with regard to the
8 Covered Products or the alleged violations.

9 **1.6** ERC's Notices and Complaint allege that use of the Covered Products exposes
10 persons in California to lead and/or cadmium without first providing clear and reasonable
11 warnings in violation of California Health and Safety Code section 25249.6. ORGANIXX
12 denies all material allegations contained in the Notices and Complaint.

13 **1.7** The Parties have entered into this Consent Judgment solely in order to settle,
14 compromise, and resolve disputed claims and thus avoid the burden of prolonged and costly
15 litigation. Nothing in this Consent Judgment and the negotiations and discussions leading up to
16 it nor compliance with this Consent Judgment shall constitute or be construed as an admission by
17 any of the Parties or by any of their respective officers, directors, shareholders, employees,
18 agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers,
19 distributors, wholesalers, or retailers of any fact, issue of law, or violation of law and each of the
20 Parties denies liability for all claims any other Party had, has, or may have against them.

21 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
22 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
23 current or future legal proceeding unrelated to these proceedings.

24 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
25 a Judgment by this Court.

26 **2. JURISDICTION AND VENUE**

27 For purposes of this Consent Judgment and any further court action that may become
28 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter

1 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
2 over ORGANIXX as to the acts alleged in the Complaint, that venue is proper in Alameda
3 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
4 resolution of all claims up through and including the Effective Date which were or could have
5 been asserted in this action based on the facts alleged in the Notices and Complaint.

6 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

7 **3.1** Beginning on the Effective Date, ORGANIXX shall be permanently enjoined
8 from manufacturing for sale in the State of California, "Distributing into the State of
9 California," or directly selling in the State of California, any Covered Products which expose a
10 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or
11 "Daily Cadmium Exposure Level" of more than 4.1 micrograms of cadmium per day unless it
12 meets the warning requirements under Section 3.2.

13 **3.1.1** As used in this Consent Judgment, the term "Distributing into the State
14 of California" shall mean to directly ship a Covered Product into California for sale in
15 California or to sell a Covered Product to a distributor that ORGANIXX knows or has reason to
16 know will sell the Covered Product in California.

17 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure
18 Level" shall be measured in micrograms, and shall be calculated using the following formula:
19 micrograms of lead per gram of product, multiplied by grams of product per serving of the
20 product (using the largest serving size appearing on the product label), multiplied by servings
21 of the product per day (using the largest number of recommended daily servings appearing on
22 the label), which equals micrograms of lead exposure per day, excluding, pursuant to Section
23 3.1.4, amounts of allowances of lead in the ingredients listed in **Table 1** below. If the label
24 contains no recommended daily servings, then the number of recommended daily servings shall
25 be one.

26 **3.1.3** For purposes of this Consent Judgment, the "Daily Cadmium Exposure
27 Level" shall be measured in micrograms, and shall be calculated using the following formula:
28 micrograms of cadmium per gram of product, multiplied by grams of product per serving of the

1 product (using the largest serving size appearing on the product label), multiplied by servings
2 of the product per day (using the largest number of recommended daily servings appearing on
3 the label), which equals micrograms of cadmium exposure per day. If the label contains no
4 recommended daily servings, then the number of recommended daily servings shall be one.

5 **3.1.4** In calculating the Daily Lead Exposure Level for a Covered Product,
6 ORGANIXX shall be allowed to deduct the amount of lead which is deemed "naturally
7 occurring" in any ingredient listed in **Table 1** that is contained in that Covered Product under the
8 following conditions: For each year that ORGANIXX claims entitlement to a "naturally
9 occurring" allowance, ORGANIXX shall provide ERC with the following information: (a)
10 ORGANIXX must produce to ERC a list of each ingredient in the Covered Product for which a
11 "naturally occurring" allowance is claimed; (b) ORGANIXX must provide ERC with
12 documentation of laboratory testing conducted during the year for which the "naturally
13 occurring" allowance is claimed, that complies with Sections 3.4.3 and 3.4.4 and that shows the
14 amount of lead, if any, contained in any ingredient listed in **Table 1** that is contained in the
15 Covered Product and for which ORGANIXX intends to deduct "naturally occurring" lead; (c) If
16 the laboratory testing reveals the presence of lead in any ingredient listed in **Table 1** that is
17 contained in the Covered Product, ORGANIXX shall be entitled to deduct up to the full amount
18 of the allowance for that ingredient, as listed in **Table 1**, but not to exceed the total amount of
19 lead actually contained in that ingredient in the Covered Product; and (d) If the Covered Product
20 does not contain an ingredient listed in **Table 1**, ORGANIXX shall not be entitled to a deduction
21 for "naturally occurring" lead in the Covered Product for that ingredient.

22 The information required by Sections 3.1.4 (a) and (b) shall be provided to ERC
23 within thirty (30) days after the date that ORGANIXX provides written notice to ERC of its
24 intention to claim entitlement to the "naturally occurring" allowance and must be provided to
25 ERC at least once during each year that a "naturally occurring" allowance is claimed. ERC
26 shall maintain the confidentiality of the information provided by ORGANIXX pursuant to
27 Sections 3.1.4 (a) and (b) in accordance with the terms of the Confidentiality Agreement entered
28 into between the Parties.

TABLE 1

INGREDIENT	ALLOWANCES OF AMOUNT OF LEAD
Calcium (Elemental)	Up to 0.8 micrograms/gram
Ferrous Fumarate	Up to 0.4 micrograms/gram
Zinc Oxide	Up to 8.0 micrograms/gram
Magnesium Oxide	Up to 0.4 micrograms/gram
Magnesium Carbonate	Up to 0.332 micrograms/gram
Magnesium Hydroxide	Up to 0.4 micrograms/gram
Zinc Gluconate	Up to 0.8 micrograms/gram
Potassium Chloride	Up to 1.1 micrograms/gram
Cocoa Powder	Up to 1.0 micrograms/gram
Chocolate Liquor	Up to 1.0 micrograms/gram
Cocoa Butter	Up to 0.1 micrograms/gram

3.2 Clear and Reasonable Warnings

If ORGANIXX is required to provide a warning pursuant to Section 3.1 with respect to a Covered Product, one of the following warnings must be utilized ("Warning") in connection with such Covered Product:

WARNING: Consuming this product can expose you to chemicals including [lead] [and] [cadmium] which is [are] known to the State of California to cause [cancer and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

- Or -

 **WARNING:** [Cancer and] Reproductive Harm – www.P65Warnings.ca.gov

ORGANIXX shall use the phrase "cancer and" in the Warning if ORGANIXX has reason to believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 or if ORGANIXX has reason to believe that another Proposition 65 chemical is present which may require a cancer

1 warning. As identified in the brackets, the warning shall appropriately reflect whether there is
2 lead, cadmium, or both chemicals present in each of the Covered Products.

3 The Warning shall be securely affixed to or printed upon the container or label of each
4 Covered Product. If the Warning is provided on the label, it must be set off from other
5 surrounding information and enclosed in a box. In addition, for any Covered Product sold over
6 the internet, the Warning shall appear on the checkout page when a California delivery address is
7 indicated for any purchase of any Covered Product. An asterisk or other identifying method
8 must be utilized to identify which products on the checkout page are subject to the Warning. In
9 no event shall any internet or website Warning be contained in or made through a link.

10 The Warning shall be at least the same size as the largest of any other health or safety
11 warnings also appearing on its website or on the label or container of ORGANIXX's product
12 packaging and the word "WARNING" shall be in all capital letters and in bold print. No
13 statements intended to or likely to have the effect of diminishing the impact of the Warning on the
14 average lay person shall accompany the Warning. Further, no statements may accompany the
15 Warning that state or imply that the source of the listed chemical has an impact on or results in a
16 less harmful effect of the listed chemical.

17 ORGANIXX must display the above Warning with such conspicuousness, as compared
18 with other words, statements or designs on the label or container, or on its website, if applicable, to
19 render the Warning likely to be read and understood by an ordinary individual under customary
20 conditions of purchase or use of the product.

21 3.3 Reformulated Covered Products

22 A Reformulated Covered Product is a Covered Product manufactured for sale in
23 California and either distributed in California or sold in California for which the "Daily Lead
24 Exposure Level" is no greater than 0.5 micrograms of lead per day and/or "Daily Cadmium
25 Exposure Level" is no more than 4.1 micrograms of cadmium per day as determined by the quality
26 control methodology described in Section 3.4.

27 3.4 Testing and Quality Control Methodology

28 3.4.1 If ORGANIXX intends to manufacture for sale in California or either

1 (a) distribute or sell a Covered Product in California without a Warning or (b) distribute or sell
2 a Reformulated Covered Product in California without a Warning, ORGANIXX shall arrange
3 for lead and cadmium testing of the Covered Products and Reformulated Covered Products at
4 least once a year for a minimum of three consecutive years by arranging for testing of five
5 randomly selected samples of each of the Covered Products and Reformulated Covered
6 Products, in the form intended for sale to the end-user, which ORGANIXX intends to sell or is
7 manufacturing for sale in California, directly selling to a consumer in California or
8 "Distributing into the State of California." If tests conducted pursuant to this Section
9 demonstrate that no Warning is required for a Covered Product or Reformulated Covered
10 Product during each of three consecutive years, then the testing requirements of this Section
11 will no longer be required as to that Covered Product or Reformulated Covered Product.
12 However, if during or after the three-year testing period, ORGANIXX changes ingredient
13 suppliers for any of the Covered Products or Reformulated Covered Products and/or
14 reformulates any of the Covered Products or Reformulated Covered Products and does not
15 provide a Warning for such product that is manufactured for sale in California and either
16 distributed and/or sold in California, ORGANIXX shall test that Covered Product and/or
17 Reformulated Covered Product annually for at least two (2) consecutive years after such
18 change is made; provided, however, that the total period of testing for any Covered Product or
19 Reformulated Covered Product shall not be less than three (3) years.

20 **3.4.2** For purposes of measuring the "Daily Lead Exposure Level" and/or
21 "Daily Cadmium Exposure Level," the highest lead and/or cadmium detection result of the five
22 (5) randomly selected samples of the Covered Products will be controlling.

23 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
24 laboratory method that complies with the performance and quality control factors appropriate
25 for the method used, including limit of detection, qualification, accuracy, and precision that
26 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")
27 achieving a limit of quantification of less than or equal to 0.010 mg/kg
28

1 3.4.4 All testing pursuant to this Consent Judgment shall be performed by an
2 independent third party laboratory certified by the California Environmental Laboratory
3 Accreditation Program or an independent third-party laboratory that is registered with the
4 United States Food & Drug Administration.

5 3.4.5 Within thirty (30) days of ERC's written request, ORGANIXX shall
6 deliver lab reports obtained pursuant to Section 3.4 to ERC. ERC shall maintain the
7 confidentiality of such lab reports in accordance with the confidentiality agreement in effect
8 between the Parties as of the date of the Parties' execution of this Consent Judgment.
9 ORGANIXX shall retain all test results and documentation for a period of five years from the
10 date of each test.

11 4. SETTLEMENT PAYMENT

12 4.1 In full satisfaction of all potential civil penalties, additional settlement payments,
13 attorney's fees, and costs, ORGANIXX shall make a total payment of \$119,500.00 ("Total
14 Settlement Amount") to ERC in two equal consecutive monthly payments, with the first
15 payment due within 10 days of the Effective Date or March 1, 2019, whichever is later ("Due
16 Date"). ORGANIXX shall make this payment by wire transfer to ERC's account, for which
17 ERC will give ORGANIXX the necessary account information. The Total Settlement Amount
18 shall be apportioned as follows:

19 4.2 \$44,168.06 shall be considered a civil penalty pursuant to California Health and
20 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$33,126.04) of the civil penalty to
21 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
22 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
23 Code section 25249.12(c). ERC will retain the remaining 25% (\$11,042.02) of the civil
24 penalty.

25 4.3 \$5,355.32 shall be distributed to ERC as reimbursement to ERC for reasonable
26 costs incurred in bringing this action.

27 4.4 \$33,126.00 shall be distributed to ERC as an Additional Settlement Payment
28 ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and

3204. ERC will utilize the ASP for activities that address the same public harm as allegedly caused by Defendant in this matter. These activities are detailed below and support ERC's overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary supplement products in California. ERC's activities have had, and will continue to have, a direct and primary effect within the State of California because California consumers will be benefitted by the reduction and/or elimination of exposure to lead and/or cadmium in dietary supplements and/or by providing clear and reasonable warnings to California consumers prior to ingestion of the products.

Based on a review of past years' actual budgets, ERC is providing the following list of activities ERC engages in to protect California consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing dietary supplement products that may contain lead and/or cadmium and are sold to California consumers. This work includes continued monitoring and enforcement of past consent judgments and settlements to ensure companies are in compliance with their obligations thereunder, with a specific focus on those judgments and settlements concerning lead and/or cadmium. This work also includes investigation of new companies that ERC does not obtain any recovery through settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's Voluntary Compliance Program by acquiring products from companies, developing and maintaining a case file, testing products from these companies, providing the test results and supporting documentation to the companies, and offering guidance in warning or implementing a self-testing program for lead and/or cadmium in dietary supplement products; and (3) "GOT LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated products that reach California consumers by providing access to free testing for lead in dietary supplement products (Products submitted to the program are screened for ingredients which are suspected to be contaminated, and then may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer that submitted the product).

1 ERC shall be fully accountable in that it will maintain adequate records to document and
2 will be able to demonstrate how the ASP funds will be spent and can assure that the funds are
3 being spent only for the proper, designated purposes described in this Consent Judgment. ERC
4 shall provide the Attorney General, within thirty days of any request, copies of documentation
5 demonstrating how such funds have been spent.

6 4.5 \$16,335.00 shall be distributed to the Law Office of Richard M. Franco as
7 reimbursement of ERC's attorney's fees, while \$20,515.62 shall be distributed to ERC for its
8 in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and
9 costs.

10 4.6 In the event that ORGANIXX fails to remit any payment owed under Section 4
11 of this Consent Judgment on or before the relevant due dates, ORGANIXX shall be deemed to
12 be in material breach of its obligations under this Consent Judgment. ERC shall provide written
13 notice of the delinquency to ORGANIXX via electronic mail. If ORGANIXX fails to deliver
14 the Total Settlement Amount within five (5) days from the written notice, the Total Settlement
15 Amount shall accrue interest at the statutory judgment interest rate provided in the California
16 Code of Civil Procedure section 685.010. Additionally, ORGANIXX agrees to pay ERC's
17 reasonable attorney's fees and costs incurred in connection with all collection efforts in the
18 event any court action is necessary to collect payments due under this Consent Judgment if
19 ERC prevails in that action either by obtaining a judgment or settlement.

20 5. MODIFICATION OF CONSENT JUDGMENT

21 5.1 This Consent Judgment may be modified only as to injunctive terms (i) by
22 written stipulation of the Parties and upon entry by the Court of a modified consent judgment or
23 (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a
24 modified consent judgment.

25 5.2 If ORGANIXX seeks to modify this Consent Judgment under Section 5.1, then
26 ORGANIXX must provide written notice to ERC of its intent ("Notice of Intent"). If ERC
27 seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC
28 must provide written notice to ORGANIXX within thirty (30) days of receiving the Notice of

1 Intent. If ERC notifies ORGANIXX in a timely manner of ERC's intent to meet and confer,
2 then the Parties shall meet and confer in good faith as required in this Section. The Parties
3 shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent
4 to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed
5 modification, ERC shall provide to ORGANIXX a written basis for its position. The Parties
6 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any
7 remaining disputes. Should it become necessary, the Parties may agree in writing to different
8 deadlines for the meet-and-confer period.

9 **5.3** In the event that ORGANIXX initiates or otherwise requests a modification
10 under Section 5.1, and the meet and confer process leads to a motion or application by
11 ORGANIXX for a modification of the Consent Judgment, ORGANIXX shall reimburse ERC
12 its costs and reasonable attorney's fees for the time spent in the meet-and-confer process and
13 filing and arguing the motion or application. However, ERC shall not be reimbursed for costs
14 or attorney's fees incurred in connection with the time spent in any meet-and-confer process
15 and filing and arguing an uncontested motion or application, a motion to amend the Consent
16 Judgment to be consistent with applicable revisions to Proposition 65 or its implementing
17 regulations, for a ministerial motion (such as a change in name or contact information) or if
18 ERC does not expend more than two (2) hours of attorney time on the motion.

19 **5.4** Where the meet-and-confer process does not lead to a joint motion or
20 application in support of a modification of the Consent Judgment, then either Party may seek
21 judicial relief on its own.

22 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT** 23 **JUDGMENT**

24 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
25 this Consent Judgment.

26 **6.2** If ERC alleges that any Covered Product fails to qualify as a Reformulated
27 Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall
28 inform ORGANIXX in a reasonably prompt manner of its test results, including information

1 sufficient to permit ORGANIXX to identify the Covered Products at issue. ORGANIXX shall,
2 within thirty (30) days following such notice, provide ERC with testing information, from an
3 independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4,
4 demonstrating ORGANIXX's compliance with the Consent Judgment, if warranted. The
5 Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

6 **7. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
8 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
9 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
10 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
11 application to any Covered Product which is distributed or sold exclusively outside the State of
12 California and which is not used by California consumers.

13 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

14 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
15 on behalf of itself and in the public interest, and ORGANIXX and its past, present and future
16 respective officers, directors, shareholders, employees, agents, parent companies, real or
17 alleged alter egos, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not
18 including private label customers of ORGANIXX), distributors, wholesalers, retailers,
19 representatives, attorneys, affiliates and all other upstream and downstream entities in the
20 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
21 of them (collectively, "Released Parties"). ERC, on behalf of itself, its respective past, present
22 and future officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
23 agents, representatives, attorneys, predecessors, successors, assigns, affiliates, real or alleged
24 alter egos (collectively, the "ERC Releasees"), and in the public interest, hereby fully and
25 without limitation releases and discharges the Released Parties from any and all claims,
26 covenants, warranties, promises, undertakings, obligations, accounts, judgments, losses, debts,
27 liens, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and
28 expenses asserted, or that could have been asserted of every kind or nature whatsoever, in law,

1 equity or otherwise, whether known or unknown, vested or contingent, suspected or
2 unsuspected, that any of the ERC Releasees ever had, now have, or hereafter can, shall or may
3 have from the beginning of the world up to and including the Effective Date ("Claims"),
4 concerning the failure to provide Proposition 65 warnings regarding lead and/or cadmium on
5 the Covered Products, and/or any other alleged failure to comply with Proposition 65 or its
6 implementing regulations with respect to the Covered Products. Compliance with the terms of
7 this Consent Judgment constitutes compliance with Proposition 65 with respect to future
8 exposures to Covered Products as may be set forth in the Notices.

9 **8.2** ERC on its own behalf and on behalf of the ERC Releasees, and
10 ORGANIXX on its own behalf only, further waive and release any and all Claims they may
11 have against each other for all actions or statements made or undertaken in the course of
12 seeking or opposing enforcement of Proposition 65 in connection with the Notices and
13 Complaint up through and including the Effective Date, provided, however, that nothing in
14 Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent
15 Judgment. Further, ERC, on behalf of itself and the ERC Releasees, and not on behalf of the
16 general public, hereby releases and discharges ORGANIXX from any and all Claims that were
17 asserted, or that could have been asserted, for any alleged violations of any statutory or
18 common law arising from alleged exposures to lead and/or cadmium in the Covered Products
19 manufactured, distributed, or sold by ORGANIXX before the Effective Date.

20 **8.3** It is possible that other Claims not known to the Parties, arising out of the facts
21 alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be
22 discovered. ERC on behalf of itself and the ERC Releasees, and ORGANIXX on behalf of
23 itself and the Released Parties, acknowledge that this Consent Judgment is expressly intended
24 to cover and include all such Claims up through and including the Effective Date, including all
25 rights of action therefore. ERC and ORGANIXX acknowledge that the Claims released in
26 Sections 8.1 and 8.2 above may include unknown claims, and nevertheless waive California
27 Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542
28 reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
4 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
5 OR HER SETTLEMENT WITH THE DEBTOR.

6 ERC on behalf of itself and the ERC Releasees, and ORGANIXX on behalf of itself and the
7 Released Parties, acknowledge and understand the significance and consequences of this
8 specific waiver of California Civil Code section 1542.

9 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
10 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
11 and/or cadmium in the Covered Products as set forth in the Notices and Complaint.

12 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
13 environmental exposures arising under Proposition 65, nor shall it apply to any of
14 ORGANIXX's products other than the Covered Products.

15 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

16 In the event that any of the provisions of this Consent Judgment are held by a court to be
17 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

18 **10. GOVERNING LAW**

19 The terms and conditions of this Consent Judgment shall be governed by and construed in
20 accordance with the laws of the State of California.

21 **11. PROVISION OF NOTICE**

22 All notices required to be given to either Party to this Consent Judgment by the other shall
23 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via
24 email may also be sent.

25 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

26 Chris Heptinstall, Executive Director, Environmental Research Center
27 3111 Camino Del Rio North, Suite 400
28 San Diego, CA 92108
Ph: (619) 500-3090
Email: chris_erc501c3@yahoo.com

1
2 With a copy to:

3 RICHARD M. FRANCO
4 LAW OFFICE OF RICHARD M. FRANCO
5 6500 Estates Drive
6 Oakland, CA 94611
7 Ph: (510) 684-1022
8 Email: rick@rfrancolaw.com

9
10 **FOR EPIGENETIC LABS LLC, individually and doing business as ORGANIXX**

11 Jonathan Hunsaker
12 TeriAnn Trevenen
13 Epigenetic Labs, LLC
14 Suite 1043, Mail Box 4470
15 297 Kingsbury Grade
16 Stateline, NV 89449

17 With a copy to:

18 NEAL H. KLAUSNER
19 Email: nklausner@dglaw.com
20 STUART FRIEDEL
21 Email: sfriedel@dglaw.com
22 DAVIS & GILBERT LLP
23 1740 Broadway
24 New York, NY 10019
25 Ph: 212-468-4992

26 **12. COURT APPROVAL**

27 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
28 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
Consent Judgment.

12.2 If the California Attorney General objects to any term in this Consent Judgment,
the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible
prior to the hearing on the motion.

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be
void and have no force or effect.

1 **13. EXECUTION AND COUNTERPARTS**

2 This Consent Judgment may be executed in counterparts, which taken together shall be
3 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
4 as the original signature.

5 **14. DRAFTING**

6 The terms of this Consent Judgment have been reviewed by the respective counsel for each
7 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and
8 conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
9 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
10 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
11 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
12 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
13 equally in the preparation and drafting of this Consent Judgment.

14 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

15 If a dispute arises with respect to either Party's compliance with the terms of this Consent
16 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in
17 writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be
18 filed in the absence of such a good faith attempt to resolve the dispute beforehand.

19 **16. ENFORCEMENT**

20 ERC may, by motion or order to show cause before the Superior Court of Alameda
21 County, enforce the terms and conditions contained in this Consent Judgment. In any action
22 brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
23 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
24 To the extent the failure to comply with the Consent Judgment constitutes a violation of
25 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
26 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
27 law for failure to comply with Proposition 65 or other laws.

1 **17. ENTIRE AGREEMENT, AUTHORIZATION**

2 **17.1** This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter herein, and any and all
4 prior discussions, negotiations, commitments, and understandings related hereto. No
5 representations, oral or otherwise, express or implied, with respect to the allegations in the
6 Notices and Complaint, other than those contained herein have been made by any Party. No
7 other agreements, oral or otherwise, with respect to the allegations in the Notices and
8 Complaint, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

9 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully
10 authorized by the Party he or she represents to stipulate to this Consent Judgment.

11 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
12 **CONSENT JUDGMENT**

13 This Consent Judgment has come before the Court upon the request of the Parties. The
14 Parties request the Court to fully review this Consent Judgment and, being fully informed
15 regarding the matters which are the subject of this action, to:

16 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
17 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
18 been diligently prosecuted, and that the public interest is served by such settlement; and

19 (2) Make the findings pursuant to California Health and Safety Code section
20 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

21
22 **IT IS SO STIPULATED:**

23 Dated: 11/27/, 2018

ENVIRONMENTAL RESEARCH
CENTER, INC.

By: 
Chris Hepburn, Executive Director

1 Dated: _____, 2018

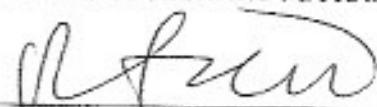
EPIGENETIC LABS LLC, individually
and doing business as ORGANIXX

By: _____
Its: _____

6 **APPROVED AS TO FORM:**

7 Dated: 11/27, 2018

LAW OFFICE OF RICHARD M. FRANCO

By: 
Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

12 Dated: _____, 2018

DAVIS & GILBERT LLP

By: _____
Joseph Lewczak
Attorneys for Defendant Epigenetic Labs
LLC, individually and doing
business as ORGANIXX

19 **ORDER AND JUDGMENT**

20 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
21 approved and Judgment is hereby entered according to its terms.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

24 Dated: _____, 2018

Judge of the Superior Court

1 Dated: 11/30/2018
2 , 2018

EPIGENETIC LABS LLC, individually
and doing business as ORGANIXX

DocuSigned by:
Jonathan Hunsaker

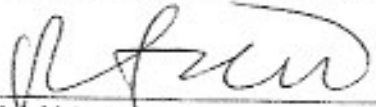
11/30/2018 1:44PM

By:
Its: Managing Member

6 **APPROVED AS TO FORM:**

7 Dated: 11/27 , 2018

LAW OFFICE OF RICHARD M. FRANCO

By: 
Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

12 Dated: , 2018

DAVIS & GILBERT LLP

By: _____
Joseph Lewczak
Attorneys for Defendant Epigenetic Labs
LLC, individually and doing
business as ORGANIXX

19 **ORDER AND JUDGMENT**

20 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
21 approved and Judgment is hereby entered according to its terms.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

23 Dated: , 2018

Judge of the Superior Court

1 Dated: _____, 2018

EPIGENETIC LABS LLC, individually
and doing business as ORGANIXX

By: _____

Its: _____

6 **APPROVED AS TO FORM:**

7 Dated: 11/27, 2018

LAW OFFICE OF RICHARD M. FRANCO

By: 

Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

12 Dated: _____, 2018

DAVIS & GILBERT LLP

By: 

Joseph Lewczak
Attorneys for Defendant Epigenetic Labs
LLC, individually and doing
business as ORGANIXX

18 **ORDER AND JUDGMENT**

20 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
21 approved and Judgment is hereby entered according to its terms.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

24 Dated: _____, 2018

Judge of the Superior Court



21059422

1 Dated: 11/30/2018, 2018

EPIGENETIC LABS LLC, individually
and doing business as ORGANIXX

DocuSigned by:

Jonathan Hunsaker

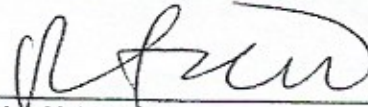
AC220E9256CE 44A6

By:
Its: Managing Member

6 APPROVED AS TO FORM:

7 Dated: 11/27, 2018

LAW OFFICE OF RICHARD M. FRANCO

By: 
Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

12 Dated: _____, 2018

DAVIS & GILBERT LLP

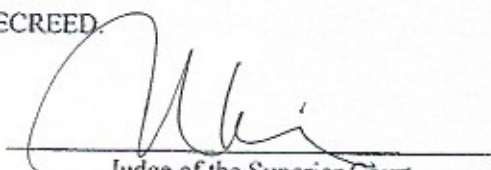
By: _____
Joseph Lewczak
Attorneys for Defendant Epigenetic Labs
LLC, individually and doing
business as ORGANIXX

ORDER AND JUDGMENT

20 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
21 approved and Judgment is hereby entered according to its terms.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

24 Dated: 2/19, 2018


Judge of the Superior Court

FILED
ALAMEDA COUNTY
FEB 22 2019

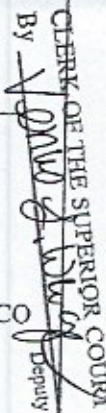
CLERK OF THE SUPERIOR COURT
By: 
Deputy

EXHIBIT A

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

LAW OFFICE OF RICHARD M. FRANCO

6500 ESTATES DRIVE
OAKLAND, CA 94611
510.684.1022
RICK@RFRANCOLAW.COM

VIA CERTIFIED MAIL

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
P.O. Box 4470
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
297 Kingsbury Grade, Suite 1043
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
4610 Prime Parkway
McHenry, IL 60050

Northwest Registered Agent, LLC.
(Registered Agent for Epigenetic Labs LLC,
individually and doing business
as Organixx)
401 Ryland Street, Suite 200A
Reno, NV 89502

VIA ELECTRONIC MAIL

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

VIA ELECTRONIC MAIL

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Suite C
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Kathryn L. Turner, Chief Deputy City
Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyCrimProp65@sandiego.gov

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

VIA ELECTRONIC MAIL

Tori Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th
Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District
Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Yen Dang, Supervising Deputy District
Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

VIA ELECTRONIC MAIL

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

VIA ONLINE SUBMISSION

Office of the California Attorney General

VIA FIRST CLASS MAIL

District Attorneys of Select California
Counties and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I represent the Environmental Research Center, Inc. ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The name of the Company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

Epigenetic Labs LLC, individually and doing business as Organixx

The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

1. **Organixx Bone Broth Protein Smooth Chocolate - Lead**
2. **Organixx OrganiGreens Activated Green Juice - Lead, Cadmium**
3. **Organixx Deloxx' Colon And Lymphatic System Support - Lead**
4. **Organixx OrganiZymes Live Digestive Enzymes - Lead**
5. **Organixx Bone Broth Protein Creamy Vanilla - Lead**
6. **Organixx Multi-Vita-Maxx Daily Multi-Vitamin Plus Mineral - Lead**
7. **Organixx Turmeric 3D Fermentation Activated Immune Support - Lead**
8. **Organixx 7M + Immune Support - Lead**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

Cadmium was officially listed as a chemical known to cause developmental toxicity and male reproductive toxicity on May 1, 1997, while cadmium and cadmium compounds were listed as chemicals known to the State of California to cause cancer on October 1, 1987.

This letter is a notice to the Violator and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all violations of Proposition 65 involving the Violator currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to the Violator.

The Violator has manufactured, marketed, distributed, and/or sold the listed products, which has exposed and continues to expose numerous individuals within California to the identified chemicals, lead and cadmium. The consumer exposures that are the subject of this

notice result from the recommended use of these products by consumers. The route of exposure to lead and cadmium has been through ingestion. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to lead and cadmium. The method of warning should be a warning that appears on the product's label. The Violator violated Proposition 65 because it failed to provide an appropriate warning to persons ingesting these products that they are being exposed to lead and cadmium. Each of these ongoing violations has occurred on every day since May 29, 2015, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless the Violator agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time-consuming litigation.

ERC's Executive Director is Chris Heptinstall, and is located at 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. 619-500-3090. ERC has retained me in connection with this matter. We suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,



Rick Franco

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to Epigenetic Labs LLC, individually and doing business as Organixx, and its Registered Agent for Service of Process only)
- Additional Supporting Information for Certificate of Merit (to AG only)

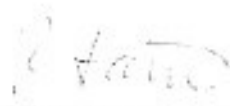
CERTIFICATE OF MERIT

Re: Environmental Research Center, Inc.'s Notice of Proposition 65 Violations by
Epigenetic Labs LLC, individually and doing business as Organixx

I, Rick Franco, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.
4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.
5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: May 29, 2018



Rick Franco

CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On May 29, 2018, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
P.O. Box 4470
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
4610 Prime Parkway
McHenry, IL 60050

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
297 Kingsbury Grade, Suite 1043
Stateline, NV 89449

Northwest Registered Agent, LLC.
(Registered Agent for Epigenetic Labs
LLC, individually and doing business
as Organixx)
401 Ryland Street, Suite 200A
Reno, NV 89502

On May 29, 2018, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On May 29, 2018, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
May 29, 2018
Page 7

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Suite C
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Kathryn L. Turner, Chief Deputy City Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyCrimProp65@sandiego.gov

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Toei Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Yen Dung, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

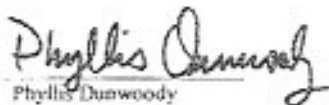
Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
May 29, 2018
Page 8

On May 29, 2018, between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 *ET SEQ.*; CERTIFICATE OF MERIT on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by First Class Mail.

Executed on May 29, 2018, in Fort Oglethorpe, Georgia.


Phyllis Dunwoody

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

May 29, 2018

Page 9

Service List

District Attorney, Alameda
County
1225 Fallon Street, Suite 900
Oakland, CA 94612

District Attorney, Alpine
County
P.O. Box 248
Markleeville, CA 96126

District Attorney, Amador
County
788 Court Street, Suite 202
Jackson, CA 95842

District Attorney, Butte
County
25 County Center Drive,
Suite 245
Denville, CA 95965

District Attorney, Calaveras
County
891 Mountain Ranch Road
San Andreas, CA 95349

District Attorney, Colusa
County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney, Del Norte
County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, El Dorado
County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno
County
2220 Tulare Street, Suite
1000
Fresno, CA 93721

District Attorney, Glenn
County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt
County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial
County
940 West Main Street, Ste
102
El Centro, CA 92243

District Attorney, Inyo
County
P.O. Drawer D
Independence, CA 93526

District Attorney, Kern
County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings
County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake
County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Los
Angeles County
Hall of Justice
211 West Temple St., Ste
1280
Los Angeles, CA 90012

District Attorney, Madera
County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin
County
3501 Civic Center Drive,
Room 120
San Rafael, CA 94903

District Attorney, Mariposa
County
Post Office Box 730
Mariposa, CA 95338

District Attorney,
Mendocino County
Post Office Box 1000
Ukiah, CA 95582

District Attorney, Merced
County
150 W. Main Street
Merced, CA 95340

District Attorney, Modoc
County
284 S. Court Street, Room
302
Altamont, CA 95101-4020

District Attorney, Mono
County
Post Office Box 617
Inglewood, CA 93517

District Attorney, Nevada
County
201 Commercial Street
Nevada City, CA 95959

District Attorney, Orange
County
401 West Civic Center Drive
Santa Ana, CA 92701

District Attorney, Placer
County
10810 Justice Center Drive,
Ste 200
Roseville, CA 95678

District Attorney, Plumas
County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, San Benito
County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San
Bernardino County
303 West Third Street
San Bernardino, CA 92415

District Attorney, San Diego
County
320 West Broadway, Suite
1300
San Diego, CA 92101

District Attorney, San Mateo
County
400 County Cir., 2nd Floor
Redwood City, CA 94063

District Attorney, Santa
Clara County
1355 West Street
Redding, CA 96001

District Attorney, Sierra
County
100 Courthouse Square, 2nd
Floor
Downsville, CA 95936

District Attorney, Siskiyou
County
Post Office Box 985
Yreka, CA 96097

District Attorney, Solano
County
675 Texas Street, Ste 400
Fairfield, CA 94533

District Attorney, Stanislaus
County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter
County
465 2nd Street
Yuba City, CA 95991

District Attorney, Tehama
County
Post Office Box 319
Red Bluff, CA 96080

District Attorney, Trinity
County
Post Office Box 310
Winnerville, CA 96093

District Attorney, Tuolumne
County
423 N. Washington Street
Sonoma, CA 95370

District Attorney, Yuba
County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's
Office
City Hall East
206 N. Main Street, Suite
600
Los Angeles, CA 90012

San Francisco City Attorney
City Hall, Room 234
1 De Carbon & Goodhart Pl.
San Francisco, CA 94102

San Jose City Attorney's
Office
200 East Santa Clara Street,
16th Floor
San Jose, CA 95133

EXHIBIT B

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

LAW OFFICE OF RICHARD M. FRANCO

6500 ESTATES DRIVE
OAKLAND, CA 94611
510.684.1022
RICK@RFRANCOLAW.COM

VIA CERTIFIED MAIL

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
P.O. Box 4470
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
297 Kingsbury Grade, Suite 1043
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
4610 Prime Parkway
McHenry, IL 60050

Northwest Registered Agent, LLC.
(Registered Agent for Epigenetic Labs LLC,
individually and doing business
as Organixx)
401 Ryland Street, Suite 200A
Reno, NV 89502

VIA ELECTRONIC MAIL

Nancy O'Malley, District Attorney
Alameda County
7677 Oakport Street, Suite 650
Oakland, CA 94621
CEPDProp65@acgov.org

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

VIA ELECTRONIC MAIL

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Suite C
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Mark Ankcom, Deputy City Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyProp65@sandiego.gov

VIA ELECTRONIC MAIL

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Tori Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjcda.org

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th
Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District
Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Yen Dang, Supervising Deputy District
Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

VIA ELECTRONIC MAIL

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

VIA ONLINE SUBMISSION

Office of the California Attorney General

VIA FIRST CLASS MAIL

District Attorneys of Select California
Counties and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I represent the Environmental Research Center, Inc. ("ERC") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

The name of the Company covered by this notice that violated Proposition 65 (hereinafter the "Violator") is:

Epigenetic Labs LLC, individually and doing business as Organixx

The product that is the subject of this notice and the chemical in that product identified as exceeding allowable levels are:

Organixx OrganiGreens Pure Activated Green Juice

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

This letter is a notice to the Violator and the appropriate governmental authorities of the Proposition 65 violations concerning the listed product. This notice covers all violations of Proposition 65 involving the Violator currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to the Violator.

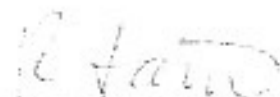
The Violator has manufactured, marketed, distributed, and/or sold the listed product, which has exposed and continues to expose numerous individuals within California to the identified chemical, lead. The consumer exposures that are the subject of this notice result from the recommended use of this product by consumers. The route of exposure to lead has been through ingestion. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to lead. The method of warning should be a warning that appears on the product's label. The Violator violated Proposition 65 because it failed to provide an appropriate warning to persons ingesting this product that they are being exposed to lead. Each of these ongoing violations has occurred on every day since August 21, 2015, as well as every day since the

product was introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless the Violator agrees in an enforceable written instrument to: (1) reformulate the listed product so as to eliminate further exposures to the identified chemical; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above product in the last three years. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemical and expensive and time-consuming litigation.

ERC's Executive Director is Chris Heptinstall, and is located at 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. 619-500-3090. ERC has retained me in connection with this matter. We suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,



Rick Franco

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to Epigenetic Labs LLC, individually and doing business as Organixx and its Registered Agent for Service of Process only)
- Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF SERVICE PURSUANT TO 27 CCR § 25903

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States and over the age of 18 years of age. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On August 21, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
P.O. Box 4470
Stateline, NV 89449

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
4610 Prime Parkway
McHenry, IL 60050

Current President or CEO
Epigenetic Labs LLC, individually and
doing business as Organixx
297 Kingsbury Grade, Suite 1043
Stateline, NV 89449

Northwest Registered Agent, LLC.
(Registered Agent for Epigenetic Labs
LLC, individually and doing business
as Organixx)
401 Ryland Street, Suite 200A
Reno, NV 89502

On August 21, 2018, between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** were served on the following party when a true and correct copy thereof was uploaded on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On August 21, 2018 between 8:00 a.m. and 5:00 p.m. Eastern Time, I verified the following documents: **NOTICE OF VIOLATIONS, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent via electronic mail to each of the parties listed below:

Nancy O'Malley, District Attorney
Alameda County
7677 Oakport Street, Suite 650
Oakland, CA 94621
CEPDProp65@oag.ca.gov

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
August 21, 2018
Page 7

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
1127 First Street, Suite C
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Mark Ankcorn, Deputy City Attorney
San Diego City Attorney
1200 Third Avenue
San Diego, CA 92101
CityAttyProp65@sandiego.gov

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Tori Verber Salazar, District Attorney
San Joaquin County
222 E. Weber Avenue, Room 202
Stockton, CA 95202
DAConsumer.Environmental@sjoda.org

Eric J. Dobroth, Deputy District Attorney
San Luis Obispo County
County Government Center Annex, 4th Floor
San Luis Obispo, CA 93408
edobroth@co.slo.ca.us

Christopher Dalbey, Deputy District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101
DAProp65@co.santa-barbara.ca.us

Yen Dang, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Jeffrey S. Rosell, District Attorney
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060
Prop65DA@santacruzcounty.us

Stephen R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfeprd@yolocounty.org